

FORM OF AGREEMENT CONSULTING SERVICES FOR CITY OF WARREN, OHIO

This agreement made on the 10TH day of MARCH in the year of 1998.

Between the Owner: City of Warren, Ohio
391 Mahoning Avenue NW
Warren, Ohio 44483

and the Consultants: Innerscope/McCabe Engineering
4531 Belmont Avenue #7
Youngstown, Ohio 44505

US EPA RECORDS CENTER REGION 5



584387

for the following project: Mahoningside Redevelopment Project
650 Summit Street NW
Warren, Ohio

The Owner and Contractor agree as follows:

ITEM 1.1 DESIGNATED SERVICES

1.1.1 The consulting work will generally be performed in phases as follows:

Phase I

- a) I/ME will assist the City of Warren in gaining ownership of the subject property.
- b) Immediately after obtaining property secure the site by installing fence where needed. Remove all overgrown trees, chip and shred on site. Install safety barrier around openings in powerhouse floor. Remove all debris from property and buildings.
- c) Close sluice gates, stop influx of water and de-water basement, evaluate power house basement area, qualify and quantify sediments.
- d) Survey and establish property boundaries.
- e) Based upon preliminary environmental investigations of the Mahoningside facility, I/ME will address the potential occupational health & safety hazards associated with Site remediation activities. Project management meetings will be conducted whereby a cooperative effort and plan of action between all parties, including regulatory and State representatives, is established to address the potential hazards associated with the intended project scope of work.
- f) I/ME will assist the City of Warren in identifying and securing potential funding sources available for Site remediation and economic redevelopment.
- g) Based on the availability of funding allocations I/ME will determine the phasing of further site activity and remedial plans.

Phase II

- a) Remove accessible Asbestos Containing Materials.
- b) Remove and dispose of drummed materials.
- c) Demolish former scale office and tractor storage building.

Phase III

- a) Clean up power house basement.
- b) Dismantle power house to grade.
- c) Demolish Stacks.
- d) Perform selective dismantling of the boiler house.

Phase IV

- a) Further quantify Boiler House Basement.
- b) Further qualify and quantify fuel transfer tunnel and attached bunkers, and underground chases leading to the water tower building from boiler house basement.

Phase V

- a) Clean up former fuel transfer tunnel, attached bunkers and underground chases.
- b) Demolish former fuel transfer tunnel, attached bunkers, underground chases and excavation of storage tank.
- c) Demolish Cooling Tower Building and Gate Buildings.
- d) Remove Boiler House basement debris and segregate contaminated materials.
- e) Grade site.

Phase VI

- a) Determine the future of the dam: make appropriate repairs if needed or demolish the dam in its entirety.
- b) Seek the No Further Action Status for the site.
- c) Prepare Site Re-Development Plan.

ITEM 1.2: COMPENSATION

The Owner shall compensate the Consultant as follows:

1.2.1 For Designated Services as previously described in Item 1.1 the fee is as follows:

	<u>Cost not to exceed per</u> <u>Phase:</u>
Phase I	\$ 75,000.00
Phase II	\$175,000.00
Phase III	\$300,000.00
Phase IV	\$150,000.00
Phase V	\$400,000.00

Total not to exceed	\$1,100,000.00
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1.2.2 For additional services required because of significant changes in the Project including but not limited to quantity, complexity, or the Owner's schedule, the basis of compensation shall be based upon the following hourly schedule:

Principal Engineer:	\$50.00/hour
Environmental Technician:	\$30.00/hour
Support Services:	\$25.00/hour

The additional service shall be negotiated as a stipulated sum.

ITEM 1.3: PAYMENTS

1.3.1 Payments shall be made against the proper invoice and documents submitted for work completed, by phase. Partial payments for work completed will be acceptable.

1.3.2 Payments are due and payable fourteen (14) days from the date of the Consultants' Invoice.

ITEM 1.4: PROGRESS/COMPLETION SCHEDULE

1.4.1 The Owner and the Consultant shall perform their respective obligations as expeditiously as is consistent with normal skill and care and the orderly progress of the Project. The completion schedule of 365 days from date of Notice to Proceed and subsequent work is identified as follows:

- It is mutually understood and agreed the work described in the "phased" approach to this project may overlap into another phase.
- It is mutually understood and agreed the Consultant shall be authorized to complete this project in phases, upon written authorization by the City of Warren's Board of Control. Authorization shall be in the form of a "Notice to Proceed". The Consultant must receive written authorization for each phase of the work delineated herein. Absolutely no work is to be started in a particular phase without such written authorization from the City.
- It is mutually understood and agreed, a phase, or phases may be eliminated, if funding is unavailable, without penalty to either party.

ITEM 1.5: INSURANCE

1.5.1 It is mutually understood and agreed the City assumes no liabilities from any of the work performed by the Consultant at the project site and shall be saved harmless from all suits or claims in this regard. Adequate liability insurance in the amount of no less than \$1,000,000.00 shall accompany the bid and shall be kept in effect during the term of this agreement.

ITEM 1.6: DISPUTE RESOLUTION

1.6.1 Claims and Disputes - Claims, disputes or other matters in questions between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to and decided by mediation and arbitration in accordance with the Construction Industry Mediation and Arbitration Rules of American Arbitration Association currently in effect.

ITEM 1.7: TERMINATION, SUSPENSION, OR ABANDONMENT

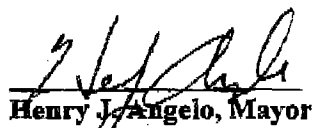
1.7.1 Termination For Breach - This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement, through no fault of the party initiating the termination. Failure of the Owner to make payments to the Consultant in accordance with the Agreement shall be considered substantial nonperformance and cause for termination.

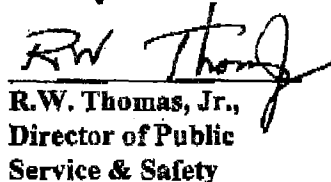
1.7.2 Suspension - If the Project is suspended by the Owner for more than 30 consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Consultant's services.

1.7.3 Termination On Abandonment - This Agreement may be terminated by the Owner upon not less than seven days written notice to the Consultant in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Consultant may terminate this Agreement by giving written notice to the Owner.

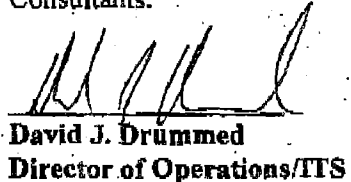
The Agreement entered into as of the day and year first written above.

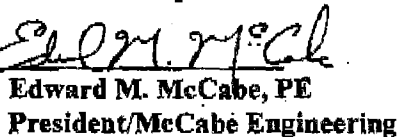
Owner:

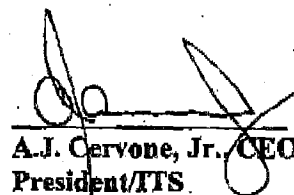

Henry J. Angelo, Mayor


R.W. Thomas, Jr.,
Director of Public
Service & Safety

Consultants:


David J. Drummed
Director of Operations/TTS

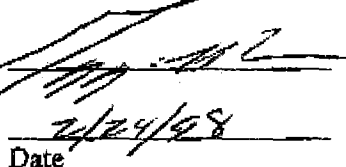

Edward M. McCabe, PE
President/McCabe Engineering


A.J. Cervone, Jr., CEO
President/TTS

I hereby certify that the money for the City's share is in the Treasury to the credit of the proper fund and not appropriated for any other purpose


David N. Griffing, City Auditor

Approved as to Legal Form
and Correctness


Date 2/24/98

Dated at Warren, Ohio

This 27th day of February A.D., 1998